

LASER Eyedol Contest

Rules and Terms of Use

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED BY LAW.

Beckman Optometry and Premier Laser Eye Center (“Contest Sponsors”) are proud to announce the LASER Eyedol Contest (the “Contest”).

Who Can Enter: Entrants must be at least 20 years of age at time of entry and a legal resident of the United States of America. Entrants must be in good overall health, have a stable prescription for the past three years, and have completed a comprehensive eye examination within the last 12 months, or a vision and ocular health screening with Dr. Beckman prior to entering the Contest. Employees, officers, principals, directors or agents of Contest Sponsors and their respective subsidiaries or affiliates, and members of their households or immediate families, are not eligible to participate.

How to Enter: Each entrant (the “Entrant”) must submit a video of the Entrant singing a song through You Tube and complete the online entry form at www.visionsource-beckmanoptometry.com or notify Beckman Optometry, attn. Carol at (209) 367-1000 of the submission. Submissions must be original and performed by the Entrant. Background music is not required, but if it is included must be karaoke style, a band, or an instrument played by the Entrant. All content must be appropriate for people of all ages to view. No written or mailed entries will be accepted. Submission and notification must be made between 12:01:00 a.m. Pacific time on July 19, 2010 (“Contest Open Time”) and 11:59:59 p.m. Pacific time on August 31, 2010 (“Contest Close Time”). Any submissions that are deemed inappropriate, inaudible, incomplete, late, or otherwise not in compliance with these Rules and Terms of Use will be disqualified in the sole discretion of Beckman Optometry. Each Entrant may submit only one video.

Contest Dates: Beginning September 1, 2010, voting will open on the website: www.visionsource-beckmanoptometry.com. Entrants are encouraged to ask their friends, family, co-workers, neighbors, and other contacts to vote for them since popular vote will determine the top candidates. Voting will be open through 11:59:59 p.m. Pacific time September 7, 2010, and will thereafter be closed.

On September 8, 2010, the 10 entrants receiving the greatest number of votes will be determined.

On September 9, 2010, voting will re-open to determine the top 3 entrants (the “Finalists”) out of the top 10 entrants. Voting will close at 11:59:59 p.m. Pacific time on September 16, 2010 and the top 3 entrants will be determined.

On September 21, 2010, a panel of judges selected by Beckman Optometry, including the special guest musical artists The Lucas Cates Band, will select the grand prize winner, the second place Finalist, and the third place Finalist.

Prizes: Grand Prize Winner receives free bilateral LASIK at Premier Laser Eye Center in Stockton, CA, including all ordinary and reasonable follow up care valued at \$5,000. Winner is responsible for arranging appointment and transportation to and from all appointments.

Second Place Finalist receives a free one year supply of contact lenses from Cooper Vision.

Third Place Finalist receives a free pair of premium Maui Jim sunglasses.

The First 30 qualified Entrants will receive a free CD of the Lucas Cates Band. See music video on www.visionsource-beckmanoptometry.com or go to www.lucascates.com.

All qualified Entrants who submit a video will receive a one-time 30% discount off of prescription or non-prescription sunglasses at Beckman Optometry.

Winner Notification: The winner will be notified via e-mail within 48 hours of panel vote (which is currently anticipated to occur on or around September 21, 2010). The winner will be required to respond to the e-mail notification to acknowledge receipt of Contest Sponsor's notification and awarding of prizes. If no response is received by Contest Sponsor from winner within three (3) calendar days following the prize notification email, the prize will be awarded to a replacement winner to be determined by the Contest Sponsor in the Contest Sponsor's sole and absolute discretion. The winner will be required to prove eligibility to receive and claim any prize. All decisions of the Contest Sponsor about the winner are final, binding and non-appealable. Contest Sponsor is not responsible for any incorrect or illegible address information or the non-delivery of any prize resulting there of, or for any unsuccessful efforts to notify a winner. It is the sole responsibility of the entrant to notify the Contest Sponsor by mail if the entrant changes his/her email address. (To do so, please email carol@beckmanoptometry.com).

Limits of Liability: Entrant acknowledges and agrees that Beckman Optometry and Premier Laser Eye Center have no liability whatsoever for injuries, losses, or damages of any kind that result from entrance into the Contest or receipt, acceptance, possession, or use of any prize to the extent allowed by law. Contest Sponsor assumes no liability for lost or misdirected entry forms regardless of the circumstances.

Contest Sponsor reserves the right to cancel the Contest at any time if the integrity of the Contest is, in Contest Sponsor's sole and absolute discretion, compromised in any way. By entering the Contest, entrants release and hold Contest Sponsor and its suppliers ("Suppliers") harmless from and against any and all damages and claims of any kind in connection with the Contest or resulting from entrance in the Contest, or receipt, acceptance, possession or use of any prize. Contest Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in Contest Sponsor's sole and absolute discretion.

All entries become the sole property of Contest Sponsor. Contest Sponsor and its Suppliers assume no responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries or votes or for any failure of the website during the Contest period, or (ii) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure or delay of any e-mail or entry to be received by Contest Sponsor or Suppliers on account of technical problems or traffic congestion on the Internet or at any website, or (iii) any combination thereof including, but not limited to, any injury or damage to an entrant's participation in the Contest. Contest Sponsor reserves the right, in their sole discretion, to cancel or suspend the Contest should a virus, bug or other cause beyond the reasonable control of the Contest Sponsor corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules and Terms of Use, entrant's rights and obligations, or the rights and obligations of Contest Sponsor and/or the Suppliers in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California. All claims should be made within the State of California, county of San Joaquin.

Winner Responsibilities: Entry into the Contest shall be deemed to be entrant's consent and authorization to (i) the use of entrant's name, address (city and state only) and any other information submitted by entrant for commercial, advertising and promotional purposes in perpetuity without further compensation, unless prohibited by law, and (ii) the use of entrant's address to receive marketing and other emails from Contest Sponsor, Suppliers and their affiliates. In addition, by entering the Contest, entrants affirm that they have read, understood and accepted these Official Rules.

Official Rules: For a copy of these Official Rules, send a self-addressed stamped envelope to:
Beckman Optometry
621 S. Ham Ln. Suite C Lodi, CA 95242 USA
With a written request postmarked by August 21, 2010.

General: This Contest is subject to all applicable federal and state laws and regulations. By entering the Contest participants agree to be bound by these Contest Rules and Terms of Use and by the decision of the Contest Sponsor, which shall be final on all matters relating to this Contest. This Contest shall be void where prohibited by law.

Privacy: Contest Sponsors may use any of the entrant's personal information submitted in connection with this Contest except as prohibited by law.